

BY SUBMITTING A BID RESPONSE, BIDDER AGREES TO THE FOLLOWING TERMS AND CONDITIONS (ADDITIONAL OR CONFLICTING TERMS WITHIN THE INDIVIDUAL ITB/SO WILL GOVERN):

1. Bidders are to quote firm or fixed prices. Quotations subject to increase in price will not be considered.
2. Prices shall be quoted on the units requested; the City is not responsible for any conversions of units or measures. However, each item may be considered a separate bid and the City reserves the right to award a contract for each item separately or for all items as a whole, (or any combination thereof) as in the best interest of the City requires. Bidder bidding on an "all or none" basis must state so on their bid.
3. Bids shall reflect exact quantity pricing. Deliveries of underruns or overruns are unacceptable.
4. Federal and/or State taxes are not to be included in quoted prices.
5. Unless noted by the bidder and accepted by the City, the City has 45 calendar days from bid due date to accept the bid.
6. References to a particular trade, manufacturer or model number are made for descriptive purposes to guide the bidder in interpreting the City's requirements. If the bid is not in accordance with the ITB/SO specifications, the bidder must clearly identify all aspects of the proposed "equal" or "alternate" item. The City reserves the right to determine whether or not the item bid is equal to the specified item.
7. Delivery and discounts may be a determining factor at the time the award is made. Unless otherwise noted in the specifications, delivery shall be F.O.B. destination, freight prepaid and allowed.
8. The Federal Tax Identification Number of the remittance company listed on the invoice shall be identical to that of the bidder listed on the completed ITB/SO response. Payments due shall not be assigned to any other company without the express written consent of the City authorized representative.
9. The City reserves the right to reject any and all bids and to waive technicalities.
10. Unless award criteria are listed in the specifications, the contract shall be awarded to the lowest, responsive, responsible and best bidder. In determining the lowest bid for purposes of awarding a contract not exceeding \$20,000.00, a local bidder shall receive a credit equal to five percent (5%) of the lowest bid submitted by a non-local bidder. In determining the lowest bid for purposes of awarding a contract in excess of \$20,000.00, a local bidder shall receive a credit equal to one percent (1%) or \$20,000.00, whichever is less, of the lowest bid submitted by a non-local bidder. A local bidder is a person or business entity: (1) whose principal place of business is located within the corporation limits of the City of Columbus or the County of Franklin, as registered in official documents filed with the Secretary of State, State of Ohio or Franklin County Recorder's Office; or (2) holds a valid vendor's license which indicates that it's place of business is located within the corporation limits of the City of Columbus, or the County of Franklin.
11. Samples, when requested, must be furnished free of expense to the City. If not destroyed, upon request, the samples will be returned at bidder's expense.
12. In evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder who offers a product or service equal to or superior to that of a non-environmentally preferable bidder or offeror where the environmentally preferable bid or offer does not exceed by more than 5% (up to a maximum of \$20,000) the lowest responsive and responsible and best bid from any non-environmentally preferable bid or offer. The environmentally preferable bidder will be required to demonstrate to the city agency procuring the product or service how their bid is equal to or superior to that of a non-environmentally preferable bidder. Where the bidder or offeror is local, the applicable credit for a local bidder or offeror shall be calculated first.

IN THE EVENT OF A SUCCESSFUL BID THE BIDDER MUST PROVIDE THE FOLLOWING ITEM AS CONDITION OF THE AWARD:

13. Delinquent Personal Property Tax

All bidders are charged with notice of Section 5719.042 of the Ohio Revised Code and agree that if this contract is awarded to them, the successful bidder, prior to the time the contract is entered into, will submit to the City the notarized affidavit required by said section of the Ohio Revised Code. Said notarized affidavit, when filed with City Auditor, is thereby incorporated into and made a part of this contract and no payment shall be made with respect to this contract unless such statement has been so incorporated as a part thereof.

IN THE EVENT OF A SUCCESSFUL SERVICE BID THE BIDDER MUST ADDITIONALLY PROVIDE THE FOLLOWING ITEMS AS CONDITION OF THE AWARD:

14. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. Proof of compliance shall be provided.

15. Insurance/Indemnity

The Contractor shall, indemnify, protect, defend and hold harmless the City from any claim, loss or damage arising in any way from the Contractor's performance under the terms of this Contract and from any negligent or wrongful act or omission of the Contractor arising therein. Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage). Contractor must provide a copy of the Certificate of Insurance.

Bodily Injury Liability:

Each Person \$500,000

Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$500,000

All Accidents \$1,000,000

IN THE EVENT OF A CONTRACT BIDDER AGREES TO THE FOLLOWING:

16. Acceptance of this proposal by the City will be manifest in the form of a certified Purchase Order. Said Purchase Order and references contained therein (including this solicitation response and any attachments) will constitute the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties.

17. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

18. Maximum Obligation

The maximum amount to be paid under this Contract shall not exceed the amount on the purchase order issued pursuant to this bid. Any modification for additional funds once appropriated and authorized, will result in a new purchase order or a written change order.

19. Pricing and Scope of Services

The Contractor agrees to perform and invoice as set forth IN THIS AGREEMENT. No other costs, rates, or fees shall be payable to the Contractor for goods provided or services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

20. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract. (Ordinance 2550-93.)

21. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

22. City's Contract Administrator/Contract Administration

The contact name listed under 'ship prepaid to' on the purchase order will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed.

23. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and he/she/it agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

24. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

25. Payment/Invoice Submittal

Fees shall be paid for goods and/or services rendered following: (1) issuance of a certified purchase order, (2) delivery of goods and/or services in compliance with this agreement and (3) the City's receipt of a correct invoice, which designates the specific applicable charges. The City will not be subject to any late payment charges. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice in compliance with the discount terms of this contract.

26. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

27. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of a proposed correction to such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. If it is determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience. This section shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing fourteen (14) calendar days or other appropriate length of time written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

28. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

29. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

30. Save Harmless

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

31. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

32. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City.

33. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

ANY ALTERATIONS, ADDITIONS, OR DELETIONS OF ABOVE LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL AND REQUIRE ADDITIONAL CITY ATTORNEY REVIEW.